

**SIDELETTER OF AGREEMENT
BETWEEN
DEPUTY SHERIFFS' ASSOCIATION
Bargaining Unit 013 (Sheriff Recruit and Deputy Sheriff) and Supervisory Unit S13 (Sergeant)
AND
THE COUNTY OF ALAMEDA**

The County of Alameda ("County") and the Deputy Sheriffs' Association ("DSA") have met and conferred and reached agreement on this Sideletter of Agreement ("Agreement") to the Memorandum of Understanding ("MOU") regarding Section 7. (Overtime), subsection 7.L.2., deleting the reference to "in-lieu holiday" and "vacation leave" from this subsection, thus allowing employees to work overtime while on CTO only while staffing Sheriff's Office approved special events. This Agreement is an integral part of the existing MOU now in effect between the County and DSA, which covers the period of June 24, 2012 through June 21, 2025.

The parties agree to amend the MOU between the County and the DSA to delete the reference to in-lieu holiday and vacation in subsection 7.L.2. As such, subsection 7.L.2. shall read as follows:

SECTION 7. OVERTIME

7.L. COMPENSATORY TIME OFF USE RESTRICTION. The express purpose of overtime/CTO is to provide compensation for hours worked in excess of the employee's normal hours in a pay period and is not for the purpose of modifying an employee's established, recurring work schedule. In order to ensure the appropriate accrual and application of overtime/CTO, the following exclusions and restrictions shall apply to all employees covered by this MOU.

1. Overtime worked while on vacation, floating holiday, or in-lieu holiday time shall only be paid in cash.
2. While on a CTO status, employees shall be authorized to work overtime only while staffing Sheriff's Office approved special events (e.g., Coliseum Security Detail the County Fair, mutual aid, etc.).
3. Overtime worked in the same pay period in which CTO or sick leave is used shall be paid in cash.
4. If management can document that an employee is utilizing overtime/CTO in a way that, on any recurring basis, modifies their established, recurring work schedule, management shall have the prerogative to, with advance notice to the employee, compel that all overtime worked by this employee be paid only in cash for whatever period of time management deems appropriate. In no case shall this period of time exceed one (1) year.

WHEREFORE, the parties by and through their authorized agents and representatives agree to the terms of this Sideletter of Agreement subject to the approval of this Agreement by the County of Alameda Board of Supervisors.

For the County

SIGNATURE

DATE



2/28/2020

Margarita Zamora
Labor Relations Manager



2/28/2020

Rich Lucia, Undersheriff

For the Union

SIGNATURE

DATE



2/28/2020

Kevin Lewis, President
DSA of Alameda County